



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Regulation 10 of the Tenancy Deposit
Schemes (Scotland) Regulations 2011**

Chamber Ref: FTS/HPC/PR/25/4208

**Re: Property at Grieves House, Cairngall, Longside, Peterhead, AB42 4XR (“the
Property”)**

Parties:

**Mrs Lauren Young, Grieves House, Cairngall, Longside, Peterhead, AB42 4XR
 (“the Applicant”)**

**Mr Brian Gillanders, Cairngall House, Longside, Petherhead, AB42 4XR (“the
Respondent”)**

Tribunal Members:

Mary-Claire Kelly (Legal Member)

Decision (in absence of the Respondent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined to grant an order for payment in the sum of ONE
THOUSAND SIX HUNDRED AND TWENTY-FIVE POUNDS (£1625.00)**

Background

1. By application dated 24 September 2025 the applicant seeks an award under the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the regulations”).

The applicant lodged with the application:

- Copy private residential tenancy agreement
- Correspondence with the respondent
- Correspondence with My Deposits Scotland

- Correspondence with letting agent
 - Written submissions
2. The respondents submitted written representations by email on 29 January 2026.
 3. A case management discussion was scheduled to take place via teleconference on 12 March 2026.

Case management discussion (“cmd”) – teleconference- 12 March 2026

4. The applicant was in attendance. The respondent was not present nor represented. The Tribunal noted that the respondent had been personally served with papers by Sheriff Officers on 28 January 2026. The Tribunal was satisfied that the respondent had been properly notified of the cmd and proceeded in his absence.
5. The applicant referred to the written submissions and documents that had been lodged. She confirmed that the tenancy commenced on 5 December 2012. She stated that a deposit of £650 was paid at the commencement of the tenancy. At that time the tenancy was managed by a letting agent (Aberdein Considine). She stated that she became aware that the deposit had not been secured in a relevant scheme at the start of August 2022. In particular, on 2 August 2022 she received a text message from the respondent’s spouse stating that they had forgotten to place the deposit in a scheme. On 4 August 2022 the applicant received a text message from My Deposits Scotland confirming that the deposit was now protected.
6. The applicant stated that she received log in information from the tenancy deposit scheme which she had used to try and access the account. The log in details had not worked. She stated that she had contacted the respondent’s spouse for assistance in accessing the account. No information or assistance was provided which the applicant stated amounted to a breach of regulation 42

which relates to the respondent's duty to provide information to the applicant relating to the deposit.

7. The applicant sought the maximum sanction of 3 times the deposit. She stated that the deposit had been unprotected for over 10 years.
8. The applicant stated that the property was a detached 3 bedroom house with a garden. It was located on a farm owned by the respondent. The parties had known each other personally before the tenancy commenced. The respondent lived in close proximity to the property. His primary occupation was as a farmer however the applicant stated that he owned a number of other rental properties with a further 3 located on the farm. The applicant was aware that the respondent owned other rental properties in different locations.
9. The applicant stated that she had been served with a notice to quit since the application was submitted. She stated that there had been a breakdown in the relationship between the parties. She stated that she had been served with an invalid rent increase notice. She stated that the respondent had incorrectly stated that she had rent arrears in a reference for alternative housing from the local authority which had meant that she would not be considered for alternative housing.
10. The Tribunal discussed the written submissions that had been submitted by the respondent. The respondent accepted that the deposit had not been protected as the respondent had not been aware of their duties in that regard. The written submissions also referred to rent increase notices, access for repairs and the applicant's conduct at the tenancy including having dogs in the property when that was not permitted in terms of the lease. The applicant disputed that she had refused access for repairs and stated that the respondent had been aware that she had dogs in the property and consented to that. The applicant stated that the respondent had served incompetent rent increase notices which she had disputed.

11. The applicant stated that there had been issues with the respondent's conduct at the property. She stated that the property had been impacted by the respondent placing a static caravan in close proximity to the property. She stated that the property was in a state of disrepair including issues with the guttering and mould growth in the kitchen. She stated that she had not refused access and that the respondent had not given proper written notice that access was required for any repairs.

Findings in fact

12. Parties entered into an assured tenancy agreement with a commencement date of 5 May 2012.

13. A deposit of £650 was paid at the commencement of the tenancy.

14. The applicant continues to reside in the property.

15. The tenancy deposit was not placed in a tenancy deposit scheme until August 2022.

16. The tenancy deposit was unprotected for 10 years 3 months.

17. The applicant has been unable to access the deposit scheme as she has not been provided with correct log in details.

18. The respondent is a landlord of multiple rental properties.

19. The respondent served a notice to leave and notice in terms of section 33 of the Housing (Scotland) Act 1988 on the applicant on 5 December 2025.

20. Relations between the parties have broken down.

Reasons for the decision

21. Rule 17 (4) states:

The First-tier Tribunal may do anything at a case management discussion which it may do at a hearing, including making a decision.

22. Rule 18 states:

Power to determine the proceedings without a hearing

18.—(1) *Subject to paragraph (2), the First-tier Tribunal—*

(a) may make a decision without a hearing if the First-tier Tribunal considers that—

(i) having regard to such facts as are not disputed by the parties, it is able to make sufficient findings to determine the case; and

(ii) to do so will not be contrary to the interests of the parties; and

(b) must make a decision without a hearing where the decision relates to—

(i) correcting; or

(ii) reviewing on a point of law,

a decision made by the First-tier Tribunal.

(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.

23. The Tribunal had regard to the written representations that had been submitted by the respondent, The Tribunal was satisfied that it was able to make sufficient findings to determine the case. The Tribunal took into account that the respondent did not attend the cmd to provide further evidence and had not requested a hearing.

24. Regulation 3 of the 2011 Regulations provides inter alia :

(1) A Landlord who has received a tenancy deposit in connection with a relevant tenancy must within 30 working days of the beginning of the tenancy—

(a) pay the deposit to the scheme administrator of an approved scheme; and

(b) provide the Tenant with the information required under Regulation 42..

25. Regulation 9 of the 2011 Regulations provides:

(i) A Tenant who has paid a tenancy deposit may apply to the First Tier Tribunal for an order under Regulation 10 where the Landlord did not comply with any duty in Regulation 3 in respect of that tenancy deposit.

(ii) *An Application under paragraph 1 must be made no later than three months after the tenancy has ended.*

26. Regulation 10 of the 2011 Regulations provides inter alia :

If satisfied that the landlord did not comply with any duty in regulation 3 the First-tier Tribunal –

(a) must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit

27. It was not disputed that there had been a breach of the regulations and that the present application had been made timeously. The Tribunal proceeded to consider an appropriate level of award in terms of regulation 10 in light of the information provided.

28. The legal test to be applied in determining the level of sanction is set out in *Jenson v Fappiano* 2015 G.W.D. 04-89 and subsequent case law. Those authorities are reviewed by Sheriff Cruickshank in *Ahmed v Russell* 2023 S.L.T. (Tr) 33 and confirm the Tribunal should seek to assess a sanction that is “*fair and proportionate*” in all the circumstances, taking into account both aggravating and mitigating circumstances.

29. The Tribunal also had regard to the decision of the Upper Tribunal (*Rollett v Mackie* UTS/AP/19/0020) which states:

“Cases at the most serious end of the scale might involve: repeated breaches against a number of tenants; fraudulent intention; deliberate or reckless failure to observe responsibilities; denial of fault; very high financial sums involved; actual losses caused to the tenant, or other hypotheticals.”

30. In reaching a determination the Tribunal took into account that there had been a breach of the regulations which had left the entire deposit unprotected for a period of 10 years 3 months. The Tribunal took into account that the applicant had been entitled to expect that the deposit would be placed in an appropriate

scheme and that he had been disappointed and inconvenienced at the breach of the regulations.

31. The Tribunal also gave weight to the fact that even after the deposit had been placed in the scheme the applicant had been unable to access the scheme details. The Tribunal accepted the applicant's evidence that she had made the respondent's spouse aware of the issue with gaining access to the scheme and had not received any support to do so.
32. The Tribunal took into account that the respondent is a landlord of multiple properties. The respondent had engaged the services of a letting agency at the commencement of the tenancy and should have been aware of their statutory duties. As a landlord of experience their lack of knowledge of the statutory protection of tenancy deposits amounted to a reckless failure to observe the regulations. The respondent had access to legal advice and could easily have accessed information on their statutory duties in relation to tenancy deposits.
33. The Tribunal took into account that the deposit was currently protected and had been since August 2022. The respondents were currently complying with their duties under the regulations.
34. The Tribunal noted that the relationship between the parties had broken down. Since the application had been submitted the respondent had served notice on the applicant seeking to bring the tenancy to an end. Parties were in dispute in relation to repairs issues at the property, the validity of rent increase notices and a reference provided to the local authority in relation to the applicant's application for alternative accommodation. The Tribunal did not make findings on each of the areas of dispute, some of which are the subject of separate legal proceedings.
35. Having regard to all the factors the Tribunal determined that there had been a serious breach of the rules. The Tribunal determined that an award of 2.5 times the deposit (£1625.00) was fair and proportionate in the circumstances.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Mary-Claire Kelly

Legal Member/Chair

Date 12 March 2026